

## **Chapter 16**

### **Mobile Home Park Residency Act**

#### **57-16-1 Short title.**

This act shall be known and may be cited as the "Mobile Home Park Residency Act."

Enacted by Chapter 178, 1981 General Session

#### **57-16-2 Purpose of chapter.**

The fundamental right to own and protect land and to establish conditions for its use by others necessitate that the owner of a mobile home park be provided with speedy and adequate remedies against those who abuse the terms of a tenancy. The high cost of moving mobile homes, the requirements of mobile home parks relating to their installation, and the cost of landscaping and lot preparation necessitate that the owners of mobile homes occupied within mobile home parks be provided with protection from actual or constructive eviction. It is the purpose of this chapter to provide protection for both the owners of mobile homes located in mobile home parks and for the owners of mobile home parks.

Enacted by Chapter 178, 1981 General Session

#### **57-16-3 Definitions.**

As used in this chapter:

- (1) "Amenities" means the following physical, recreational or social facilities located at a mobile home park:
  - (a) a club house;
  - (b) a park;
  - (c) a playground;
  - (d) a swimming pool;
  - (e) a hot tub;
  - (f) a tennis court; or
  - (g) a basketball court.
- (2) "Change of use" means a change of the use of a mobile home park, or any part of it, for a purpose other than the rental of mobile home spaces.
- (3) "Fees" means other charges incidental to a resident's tenancy including, but not limited to, late fees, charges for pets, charges for storage of recreational vehicles, charges for the use of park facilities, and security deposits.
- (4) "Mobile home" means a transportable structure in one or more sections with the plumbing, heating, and electrical systems contained within the unit, which when erected on a site, may be used with or without a permanent foundation as a family dwelling.
- (5) "Mobile home park" means any tract of land on which two or more mobile home spaces are leased, or offered for lease or rent, to accommodate mobile homes for residential purposes.
- (6) "Mobile home space" means a specific area of land within a mobile home park designed to accommodate one mobile home.
- (7) "Rent" means charges paid for the privilege of occupying a mobile home space, and may include service charges and fees.
- (8) "Resident" means an individual who leases or rents space in a mobile home park.

- (9) "Service charges" means separate charges paid for the use of electrical and gas service improvements which exist at a mobile home space, or for trash removal, sewage and water, or any combination of the above.
- (10) "Settlement discussion expiration" means:
  - (a) the resident has failed to give a written notice of dispute within the period specified in Subsection 57-16-4.1(2); or
  - (b) the resident and management of the mobile home park have met together under Subsection 57-16-4.1(3) but were unsuccessful in resolving the dispute in their meeting.

Amended by Chapter 255, 2002 General Session

**57-16-4 Termination of lease or rental agreement -- Required contents of lease -- Increases in rents or fees -- Sale of homes -- Notice regarding planned reduction or restriction of amenities.**

- (1) A mobile home park or its agents may not terminate a lease or rental agreement upon any ground other than as specified in this chapter.
- (2) Each agreement for the lease of mobile home space shall be written and signed by the parties.
- (3) Each lease shall contain at least the following information:
  - (a) the name and address of the mobile home park owner and any persons authorized to act for the owner, upon whom notice and service of process may be served;
  - (b) the type of the leasehold, whether it be term or periodic, and, in leases entered into on or after May 6, 2002, a conspicuous disclosure describing the protection a resident has under Subsection (1) against unilateral termination of the lease by the mobile home park except for the causes described in Section 57-16-5;
  - (c)
    - (i) a full disclosure of all rent, service charges, and other fees presently being charged on a periodic basis; and
    - (ii) a full disclosure of utility infrastructure owned by the mobile home park owner or its agent that is maintained through service charges and fees charged by the mobile home park owner or its agent;
  - (d) the date or dates on which the payment of rent, fees, and service charges are due; and
  - (e) all rules that pertain to the mobile home park that, if broken, may constitute grounds for eviction, including, in leases entered into on or after May 6, 2002, a conspicuous disclosure regarding:
    - (i) the causes for which the mobile home park may terminate the lease as described in Section 57-16-5; and
    - (ii) the resident's rights to:
      - (A) terminate the lease at any time without cause, upon giving the notice specified in the resident's lease; and
      - (B) advertise and sell the resident's mobile home.
- (4)
  - (a) Increases in rent or fees for periodic tenancies are unenforceable until 60 days after notice of the increase is mailed to the resident.
  - (b) If service charges are not included in the rent, the mobile home park may:
    - (i) increase service charges during the leasehold period after giving notice to the resident; and
    - (ii) pass through increases or decreases in electricity rates to the resident.
  - (c) Annual income to the park for service charges may not exceed the actual cost to the mobile home park of providing the services on an annual basis.

- (d) In determining the costs of the services, the mobile home park may include maintenance costs related to those utilities that are part of the service charges.
  - (e) The mobile home park may not alter the date on which rent, fees, and service charges are due unless the mobile home park provides a 60-day written notice to the resident before the date is altered.
- (5)
- (a) Except as provided in Subsection (3)(b), a rule or condition of a lease that purports to prevent or unreasonably limit the sale of a mobile home belonging to a resident is void and unenforceable.
  - (b) The mobile home park:
    - (i) may reserve the right to approve the prospective purchaser of a mobile home who intends to become a resident;
    - (ii) may not unreasonably withhold that approval;
    - (iii) may require proof of ownership as a condition of approval; or
    - (iv) may unconditionally refuse to approve any purchaser of a mobile home who does not register before purchasing the mobile home.
- (6) If all of the conditions of Section 41-1a-116 are met, a mobile home park may request the names and addresses of the lienholder or owner of any mobile home located in the park from the Motor Vehicle Division.
- (7)
- (a) A mobile home park may not restrict a resident's right to advertise for sale or to sell a mobile home.
  - (b) A mobile home park may limit the size of a "for sale" sign affixed to the mobile home to not more than 144 square inches.
- (8) A mobile home park may not compel a resident who wishes to sell a mobile home to sell it, either directly or indirectly, through an agent designated by the mobile home park.
- (9) A mobile home park may require that a mobile home be removed from the park upon sale if:
- (a) the mobile home park wishes to upgrade the quality of the mobile home park; and
  - (b) the mobile home either does not meet minimum size specifications or is in a rundown condition or is in disrepair.
- (10) Within 30 days after a mobile home park proposes reducing or restricting amenities, the mobile home park shall:
- (a) schedule at least one meeting for the purpose of discussing the proposed restriction or reduction of amenities with residents; and
  - (b) provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to each resident.
- (11) If a mobile home park uses a single-service meter, the mobile home park owner shall include a full disclosure on a resident's utility bill of the resident's utility charges.
- (12) The mobile home park shall ensure that the following are posted at all times in a conspicuous place in a common area of the mobile home park:
- (a) a copy of this chapter; and
  - (b) a notice that:
    - (i) summarizes the rights and responsibilities described in this chapter;
    - (ii) includes information on how to use the helpline described in Title 57, Chapter 16a, Mobile Home Park Helpline; and
    - (iii) is in a form approved by the Office of the Attorney General.

Amended by Chapter 233, 2015 General Session

**57-16-4.1 Meeting to attempt resolution of disputes.**

- (1) If a mobile home park determines that a resident has failed to comply with a mobile home park rule, the mobile home park may not terminate the lease agreement or commence legal proceedings without first giving a written notice of noncompliance to the resident. The written notice of noncompliance shall:
  - (a) specify in detail each and every rule violation then claimed by the mobile home park; and
  - (b) advise the resident of the resident's rights under Subsection (2).
- (2) If the resident disputes the occurrences of noncompliance claimed by the mobile home park in the written notice of noncompliance, the resident has the right to require management of the mobile home park to participate in a meeting with the resident by giving to the mobile home park, within five days after receiving the written notice of noncompliance, a written notice disputing the occurrences of breach and requesting a meeting with management of the mobile home park to attempt to resolve the dispute. If the resident fails to give the mobile home park a written notice of dispute within the seven-day period, the resident's right to request a meeting under this section is considered to be waived.
- (3) If the resident gives a timely written notice under Subsection (2), the resident and management of the mobile home park shall meet in person in a settlement discussion to attempt to resolve the dispute between the parties. The meeting shall take place within two days after the resident gives the written notice under Subsection (2), unless both parties agree to a later date.
- (4) Subsections (1), (2), and (3) do not apply to a rule violation arising from:
  - (a) behavior described in Subsection 57-16-5(1)(c); or
  - (b) nonpayment or rent, fees, or service charges.

Enacted by Chapter 255, 2002 General Session

**57-16-5 Cause required for terminating lease -- Causes -- Cure periods -- Notice.**

- (1) An agreement for the lease of mobile home space in a mobile home park may be terminated by mutual agreement or for any one or more of the following causes:
  - (a) failure of a resident to comply with a mobile home park rule:
    - (i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds for a period of 60 days after receipt by a resident of a written notice of noncompliance from the mobile home park under Subsection 57-16-4.1(1); or
    - (ii) relating to any other park rule for a period of seven days after the latter to occur of settlement discussion expiration or receipt by the resident of a written notice of noncompliance from the mobile home park, except relating to maintenance of a resident's yard and space, the mobile home park may elect not to proceed with the seven-day cure period and may provide the resident with written notice as provided in Subsection (2);
  - (b) repeated failure of a resident to abide by a mobile home park rule, if the original written notice of noncompliance states that another violation of the same or a different rule might result in forfeiture without any further period of cure;
  - (c) behavior by a resident or any other person who resides with a resident, or who is an invited guest or visitor of a resident, that threatens or substantially endangers the security, safety, well-being, or health of other persons in the park or threatens or damages property in the park including:
    - (i) use or distribution of illegal drugs;
    - (ii) distribution of alcohol to minors; or
    - (iii) commission of a crime against property or a person in the park;

- (d) nonpayment of rent, fees, or service charges for a period of five days after the due date;
  - (e) a change in the land use or condemnation of the mobile home park or any part of it; or
  - (f) a prospective resident provides materially false information on the application for residency regarding the prospective resident's criminal history.
- (2) If the mobile home park elects not to proceed with the seven-day cure period in Subsection (1)(a)(ii), a 15-day written notice of noncompliance shall:
- (a) state that if the resident does not perform the resident's duties or obligations under the lease agreement or rules of the mobile home park within 15 days after receipt by the resident of the written notice of noncompliance, the mobile home park may enter onto the resident's space and cure any default;
  - (b) state the expected reasonable cost of curing the default;
  - (c) require the resident to pay all costs incurred by the mobile home park to cure the default by the first day of the month following receipt of a billing statement from the mobile home park;
  - (d) state that the payment required under Subsection (2)(b) shall be considered additional rent; and
  - (e) state that the resident's failure to make the payment required by Subsection (2)(b) in a timely manner shall be a default of the resident's lease and shall subject the resident to all other remedies available to the mobile home park for a default, including remedies available for failure to pay rent.

Amended by Chapter 255, 2002 General Session

**57-16-6 Action for lease termination -- Prerequisite procedure.**

A legal action to terminate a lease based upon a cause set forth in Section 57-16-5 may not be commenced except in accordance with the following procedure:

- (1) Before issuance of any summons and complaint, the mobile home park shall send or serve written notice to the resident or person:
- (a) by delivering a copy of the notice personally;
  - (b) by sending a copy of the notice through registered or certified mail addressed to the resident or person at the person's place of residence;
  - (c) if the resident or person is absent from the person's place of residence, by leaving a copy of the notice with some person of suitable age and discretion at the individual's residence and sending a copy through registered or certified mail addressed to the resident or person at the person's place of residence; or
  - (d) if a person of suitable age or discretion cannot be found, by affixing a copy of the notice in a conspicuous place on the resident's or person's mobile home and also sending a copy through registered or certified mail addressed to the resident or person at the person's place of residence.
- (2) The notice required by Subsection (1) shall set forth:
- (a) the cause for the notice and, if the cause is one which can be cured, the time within which the resident or person has to cure; and
  - (b) the time after which the mobile home park may commence legal action against the resident or person if cure is not effected, as follows:
    - (i) In the event of failure to abide by a mobile home park rule, the notice shall provide for a cure period as provided in Subsections 57-16-5(1)(a) and (2), except in the case of repeated violations and, shall state that if a cure is not timely effected, or a written agreement made between the mobile home park and the resident allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately.

- (ii) If a resident, a member, or invited guest or visitor of the resident's household commits repeated violations of a rule, a summons and complaint may be issued three days after a notice is served.
  - (iii) If a resident, a member, or invited guest or visitor of the resident's household behaves in a manner that threatens or substantially endangers the well-being, security, safety, or health of other persons in the park or threatens or damages property in the park, eviction proceedings may commence immediately.
  - (iv) If a resident does not pay rent, fees, or service charges, the notice shall provide a five-day cure period and, that if cure is not timely effected, or a written agreement made between the mobile home park and the resident allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately.
  - (v) If a lease is terminated because of a planned change in land use or condemnation of the park or a portion of the park, the notice required by Section 57-16-18 serves as notice of the termination of the lease.
- (3)
- (a) Eviction proceedings commenced under this chapter and based on causes set forth in Subsections 57-16-5(1)(a), (b), and (e) shall be brought in accordance with the Utah Rules of Civil Procedure and may not be treated as unlawful detainer actions under Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer.
  - (b) Eviction proceedings commenced under this chapter and based on causes of action set forth in Subsections 57-16-5(1)(c) and (d) may, at the election of the mobile home park, be treated as actions brought under this chapter and the unlawful detainer provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer.
  - (c) If unlawful detainer is charged, the court shall endorse on the summons the number of days within which the defendant is required to appear and defend the action, which shall not be less than five days or more than 20 days from the date of service.

Amended by Chapter 3, 2008 General Session  
Amended by Chapter 55, 2008 General Session

### **57-16-7 Rules of parks.**

- (1)
- (a) A mobile home park may promulgate rules related to the health, safety, and appropriate conduct of residents and to the maintenance and upkeep of such park. No change in rule that is unconscionable is valid.
  - (b)
    - (i) No new or amended rule shall take effect, nor provide the basis for an eviction notice, until the expiration of at least:
      - (A) 120 days after its promulgation if it is a rule that requires a resident to make exterior, physical improvements to the resident's mobile home or mobile home space and to incur expenses greater than \$2,000 in order to comply with the rule;
      - (B) 90 days after its promulgation if it is a rule that requires a resident to make exterior, physical improvements to the resident's mobile home or mobile home space and to incur expenses greater than \$250 up to \$2,000 in order to comply with the rule; or
      - (C) 60 days after its promulgation if it is a rule that requires a resident to make exterior, physical improvements to the resident's mobile home or mobile home space and to incur expenses of \$250 or less in order to comply with the rule.

- (ii) Each resident, as a condition precedent to a rule under this Subsection (1)(b) becoming effective, shall be provided with a copy of each new or amended rule that does not appear in the resident's lease agreement promptly upon promulgation of the rule.
- (iii) For purposes of determining which period of time applies under Subsection (1)(b)(i), the mobile home park may rely upon a good-faith estimate obtained by the mobile home park from a licensed contractor.
- (c) Within 30 days after the mobile home park proposes amendments to the mobile home park rules, the mobile home park shall schedule at least one meeting for the purpose of discussing the proposed rule amendments with residents and shall provide at least 10 days advance written notice of the date, time, location, and purposes of the meeting to all residents.
- (2) A mobile home park may specify the type of material used, and the methods used in the installation of, underskirting, awnings, porches, fences, or other additions or alterations to the exterior of a mobile home, and may also specify the tie-down equipment used in a mobile home space, in order to insure the safety and good appearance of the park; but under no circumstances may it require a resident to purchase such material or equipment from a supplier designated by the mobile home park.
- (3) No mobile home park may charge an entrance fee, exit fee, nor installation fee, but reasonable landscaping and maintenance requirements may be included in the mobile home park rules. The resident is responsible for all costs incident to connection of the mobile home to existing mobile home park facilities and for the installation and maintenance of the mobile home on the mobile home space.
- (4) Nothing in this section shall be construed to prohibit a mobile home park from requiring a reasonable initial security deposit.

Amended by Chapter 255, 2002 General Session

**57-16-7.5 Payment of rent required after notice -- Summary judgment.**

- (1)
  - (a) Any resident shall continue to pay the mobile home park all rent required by the lease after having been served with any notice pursuant to this chapter, except a notice for nonpayment of rent.
  - (b) In cases not involving payment of rent, the mobile home park may accept rent without waiving any rights under this chapter.
- (2) If the resident fails to pay rent, the mobile home park shall be entitled to summary judgment for:
  - (a) the rent owed;
  - (b) termination of the lease; and
  - (c) restitution of the premises.
- (3) The summary judgment as provided in Subsection (2) shall be granted even if a five-day notice to pay or quit was not served, so long as another appropriate notice under this chapter has been served.

Enacted by Chapter 114, 1997 General Session

**57-16-8 Payment of rent and fees during pendency of eviction proceeding.**

If a resident elects to contest an eviction proceeding, all rents, fees, and service charges due and incurred during the pendency of the action shall be paid into court according to the current mobile home park payment schedule. Failure of the resident to pay such amounts may, in the discretion of the court, constitute grounds for granting summary judgment in favor of the mobile

home park. Upon final termination of the issues between the parties, the court shall order all amounts paid into court paid to the mobile home park. The prevailing party is also entitled to court costs and reasonable attorney's fees.

Enacted by Chapter 178, 1981 General Session

**57-16-9 Lienholder's liability for rent and fees.**

- (1) Notwithstanding Sections 38-3-2 and 70A-9a-402, the lienholder of record of a mobile home, or if there is no lienholder, the owner of a mobile home, is primarily liable to the mobile home park owner or operator for rent and service charges if a mobile home is not removed within 10 days after receipt of written notice that a mobile home has been abandoned, as defined in Section 57-16-13, or that a writ of restitution has been issued. The lienholder or owner of a mobile home, however, is only liable for rent that accrues from the day the lienholder or owner of a mobile home receives notice. Rent shall be paid on a monthly basis on the due date established in the lease agreement. The lienholder or owner of a mobile home is not responsible for any rent if the mobile home is removed within 10 days after receipt of the notice.
- (2) If the lienholder pays rent and service charges as provided by this section, the lienholder shall have the unconditional right to resell the mobile home within the park, subject to the purchaser being approved for residency by the park, which approval cannot be unreasonably withheld, and subject to Subsection (4). If the lienholder or owner of a mobile home does not commence paying rent and service charges to the mobile home park within 30 days after receipt of a written notice provided by Subsection (1), the mobile home park may require the lienholder or owner of a mobile home to remove the mobile home from the park and the lienholder or owner of a mobile home shall be liable for all rent which accrues from the date of the notice to the date the mobile home is removed from the park.
- (3) The notice required under Subsection (1) shall be sent to the lienholder or owner of a mobile home by certified mail, return receipt requested, and shall inform the lienholder or owner of a mobile home that the mobile home park may require the lienholder or owner of a mobile home to remove the mobile home from the park if the lienholder or owner of a mobile home has not commenced paying rent and service charges to the park within 30 days after receipt of the notice.
- (4) The mobile home park may require the lienholder to remove a mobile home covered by this section from the park if the mobile home, at the time of sale, is in rundown condition or disrepair, if the mobile home does not meet the park's minimum size specifications, or if the mobile home does not comply with reasonable park rules. The lienholder shall have 60 days to make repairs and comply with park rules after notice of required repairs and rule violations is given to the lienholder by the park owner or its agent.
- (5) If a lienholder or owner of a mobile home does not commence paying rent and service charges to the park within 30 days after receipt of a written notice provided under Subsection (1), and if the lienholder or owner of a mobile home does not remove the mobile home from the park within the 30-day period, the park has the right to immediately remove the mobile home from the park and store it on behalf of the lienholder or owner of a mobile home. The mobile home park has the right to recover moving and storage costs from the lienholder or owner of a mobile home.
- (6) The prevailing party is entitled to court costs and reasonable attorney fees for any action commenced to enforce any rights under this section.



- (7) If a lienholder pays rent and service charges as provided in Subsection (2), the mobile home is not considered abandoned under Section 57-16-13; however, the personal property in the mobile home is considered abandoned.

Amended by Chapter 256, 2001 General Session

**57-16-10 Utility service to mobile home parks -- Limitation on providers' charges.**

Local water, sewer, and sanitation entities, including those administered by municipalities and counties which provide water, sewer, or garbage collection services shall not receive a greater percentage net return from supplying a mobile home park than said entity receives from other residential customers. The net return is determined by taking into consideration the costs of maintenance and depreciation of the mobile home park facilities and all savings on administrative costs, including cost of billing residents.

Enacted by Chapter 178, 1981 General Session

**57-16-11 Rights and remedies not exclusive.**

The rights and remedies granted by this chapter are cumulative and not exclusive.

Enacted by Chapter 178, 1981 General Session

**57-16-12 Waiver of rights and duties prohibited.**

No park or resident may agree to waive any right, duty, or privilege conferred by this chapter.

Enacted by Chapter 178, 1981 General Session

**57-16-13 Abandonment.**

Abandonment of a mobile home space and a mobile home within a mobile home park is presumed in either of the following situations:

- (1)
- (a) the resident or occupant of the mobile home has not notified the park that the resident or occupant will be absent from the mobile home space or mobile home, and the resident or occupant fails to pay rent within 45 days after the due date; and
  - (b) the mobile home park owner has no reasonable evidence, other than the presence of the resident's or occupant's personal property, that the resident or occupant is continuing to occupy the mobile home space and the mobile home; or
- (2)
- (a) the resident or occupant of the mobile home has not notified the park that the resident or occupant will be absent from the mobile home space where the mobile home is located, and the resident or occupant fails to pay rent when due; and
  - (b) the resident's or occupant's personal property has been removed from the mobile home, and there is no reasonable evidence that the resident or occupant is occupying the mobile home space or mobile home.

Amended by Chapter 91, 2002 General Session

**57-16-14 Abandoned premises -- Retaking by owner -- Liability of resident or occupant -- Personal property of resident or occupant left on mobile home space.**

- (1) In the event of abandonment under Section 57-16-13, the park may retake the mobile home space and attempt to relet the space at a fair rental value. The resident or occupant who abandoned the premises is liable:
  - (a) for the entire rent, service charges, and fees that would otherwise be due until the premise is relet or for a period not to exceed 90 days, whichever comes first; and
  - (b) any costs incurred by the park necessary to relet the mobile home space at fair market value, including the costs of:
    - (i) moving the mobile home from the mobile home space;
    - (ii) storing the mobile home; and
    - (iii) restoring the mobile home space to a reasonable condition, including the cost of replacing or repairing landscaping that was damaged by the resident or occupant.
- (2)
  - (a) If the resident or occupant has abandoned the mobile home space, the mobile home, or both, and has left personal property, including the mobile home, on the mobile home space, the park is entitled to remove the property from the mobile home space, store it for the resident or occupant, and recover actual moving and storage costs from the resident, the occupant, or both. With respect to the mobile home, however, the park may elect to contact the lienholder under Section 57-16-9, or to store the mobile home on the mobile home space, while attempting to notify the resident or occupant under Subsection (2)(b)(i).
  - (b)
    - (i) The park shall make reasonable efforts to notify the resident or occupant of the location of the personal property, and that the personal property will be sold at the expiration of 30 days if not redeemed and removed by the resident or occupant. Reasonable efforts require that the park send written notice by regular mail to the resident or occupant at the last-known address within the park if the park is unaware of any subsequent address. To redeem the personal property, the resident or occupant is required to pay the reasonable storage and moving charges.
    - (ii) If the personal property has been in storage for over 30 days, notice has been given as required by Subsection (2)(b)(i), and the resident or occupant has made no reasonable effort to recover the personal property, the park may:
      - (A) sell the personal property and apply the proceeds toward any amount the resident or occupant owes; or
      - (B) donate the personal property to charity or dispose of the property.
  - (c) Any excess money from the sale of the personal property, including the mobile home, shall be handled as specified in Title 67, Chapter 4a, Part 2, Standards for Determining When Property Is Abandoned or Unclaimed.
  - (d) Nothing contained in this chapter shall be in derogation of or alter the owner's rights under Title 38, Chapter 3, Lessors' Liens.

Enacted by Chapter 256, 2001 General Session

#### **57-16-15 Eviction proceeding.**

- (1) Eviction proceedings commenced under this chapter and based on causes of action set forth in Subsections 57-16-5(1)(a), (b), and (e), and eviction proceedings commenced under this chapter based on causes of action set forth in Subsections 57-16-5(1)(c) and (d), in which a landlord elects to bring an action under this chapter and not under the unlawful detainer provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer, shall comply with the following:

- (a) A judgment may be entered upon the merits or upon default. A judgment entered in favor of the plaintiff may:
  - (i) include an order of restitution of the premises; and
  - (ii) declare the forfeiture of the lease or agreement.
- (b) The jury, or the court if the proceedings are tried without a jury or upon the defendant's default, shall assess the damages resulting to the plaintiff from any of the following:
  - (i) waste of the premises during the resident's tenancy, if waste is alleged in the complaint and proved; and
  - (ii) the amount of rent due.
- (c) If the lease or agreement provides for reasonable attorney fees, the court shall order reasonable attorney fees to the prevailing party.
- (d) Whether or not the lease or agreement provides for court costs and attorney fees, if the proceeding is contested, the court shall order court costs and attorney fees to the prevailing party.
- (e) Except as provided in Subsection (1)(f), after judgment has been entered under this section, judgment and restitution may be enforced no sooner than 15 days from the date the judgment is entered. The person who commences the action shall mail through registered or certified mail a copy of the judgment to the resident or the resident's agent or attorney as required by the Utah Rules of Civil Procedure.
- (f) If a resident tenders to the mobile home park postjudgment rent, in the form of cash, cashier's check, or certified funds, then restitution may be delayed for the period of time covered by the postjudgment rent, which time period shall not exceed 15 days from the date of the judgment unless a longer period is agreed to in writing by the mobile home park.
- (2) Eviction proceedings commenced under this chapter and based on causes of action set forth in Subsections 57-16-5(1)(c) and (d), in which the mobile home park has elected to treat as actions also brought under the unlawful detainer provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer, shall be governed by Sections 78B-6-811 and 78B-6-812 with respect to judgment for restitution, damages, rent, enforcement of the judgment and restitution.
- (3) The provisions in Section 78B-6-812 shall apply to this section except the enforcement time limits in Subsections (1)(e) and (f) shall govern.

Renumbered and Amended by Chapter 340, 2011 General Session

**57-16-16 Mobile home park residents' associations.**

- (1) As used in this section:
  - (a) "Park operator" means an owner, operator, or manager of a mobile home park, including an employee, agent, or independent contractor of the owner, operator, or manager.
  - (b) "Primary resident association" means, for a mobile home park with more than one resident association, the resident association that has more members than any other resident association within the mobile home park.
  - (c) "Resident association" means an organization of mobile home park residents organized to address their common interests and concerns related to the mobile home park.
  - (d) "Resident entity" means a noncommercial entity that:
    - (i) advocates for residents of the mobile home park; or
    - (ii) addresses issues relating to mobile home parks that affect or are of concern to residents of the mobile home park.
- (2)
  - (a) Residents in a mobile home park may:

- (i) form a resident association; and
  - (ii) participate in a regional, state, or national resident association or advocacy group.
- (b) A resident association may limit membership in a resident association to owners of manufactured homes within a mobile home park if the purpose of the resident association is to purchase some or all of the mobile home park.
- (c)
  - (i) There may be more than one resident association for a mobile home park.
  - (ii) A park operator is not required to acknowledge any resident association other than the primary resident association.
- (3) At a meeting at which a majority of members are present, resident association members may:
  - (a) elect officers of the resident association; and
  - (b) adopt bylaws of the resident association.
- (4)
  - (a) Except in an emergency, a resident association shall provide seven days' notice of a resident association meeting to all residents of the mobile home park.
  - (b) A resident of a mobile home park may attend a meeting of a resident association, whether or not the resident is a member of the resident association.
- (5)
  - (a) An officer or member of a resident association may not be held personally responsible or liable for an act or omission of the resident association or of another officer or member of the resident association.
  - (b) Subsection (5)(a) may not be construed to limit the liability of an individual who is an officer or member of a resident association for the individual's act or omission.
- (6) A park operator may not:
  - (a) be a member of a resident association;
  - (b) attend a meeting of the resident association unless given a written invitation to the meeting by an officer of the resident association;
  - (c) unlawfully interfere with the resident association's operation;
  - (d) interfere with a resident's right to contact a state or local health department, a municipality, or other group to complain about the health and safety conditions of the mobile home park; or
  - (e) harass or threaten a resident association.
- (7) A resident association may not:
  - (a) impose fees, dues, or assessments, upon its members unless a majority of the members agree to the imposition of fees, dues, or assessments; or
  - (b) harass or threaten a park operator.
- (8) A park operator shall permit meetings by a resident association located within the park relating to manufactured home living or social or educational purposes, including forums for or speeches by public officials or candidates for public office.
- (9) Except for reasonable time, place, and manner limitations, a park operator may not prohibit or adopt a rule prohibiting a mobile home park resident or a resident entity from exercising within the mobile home park the right of free expression for noncommercial purposes, including peacefully organizing, assembling, canvassing, petitioning, leafleting, or distributing written, noncommercial material within the mobile home park.
- (10)
  - (a) A resident association may schedule with the park operator the use of the mobile home park's common facilities, if any, free of charge.

- (b) A resident association is responsible for any damage to the mobile home park's common facilities caused by a member of the resident association or a guest or invitee while the resident association uses a common facility.
  - (c) A park operator may reasonably limit the frequency of a resident association's use of a common facility if the limitation allows use at least once per week.
  - (d) A park operator may not:
    - (i) charge a resident or resident association a security deposit to use a common facility of the mobile home park that exceeds the amount normally and uniformly charged as a security deposit for use of the common facility; or
    - (ii) except as provided in Subsection (10)(e), require a resident or resident association to obtain liability insurance in order to use a common facility.
  - (e) A park operator may require liability insurance if:
    - (i) the rules of the mobile home park permit the consumption of alcoholic beverages in a common facility; and
    - (ii) alcoholic beverages are to be served at a meeting or private function of the resident association in the common facility.
- (11)
- (a) A park operator may not alter or refuse to renew an existing rental agreement, change a rule of the mobile home park, enforce a mobile home park rule in an unreasonable or nonuniform way, bring or threaten to bring an eviction action or other civil action, or take any other action in retaliation based primarily on a resident:
    - (i) expressing an intention to complain or having complained to a governmental agency about a matter relating to the mobile home park;
    - (ii) making a complaint in good faith to the park operator;
    - (iii) filing or expressing an intention to file a lawsuit or administrative action against the park operator; or
    - (iv) testifying in a judicial or administrative proceeding or before a public body.
  - (b) Subsection (11)(a) does not limit a defense available under the law to a resident in an eviction action.
- (12) This section may not be construed to prohibit a park operator from:
- (a) evicting a tenant as provided in other provisions of this chapter; or
  - (b) exercising other rights the park operator has under applicable law.

Amended by Chapter 15, 2010 General Session

**57-16-17 Authority of political subdivisions.**

This chapter does not prevent a city, county, or municipality from mediating and enforcing state statutes governing a mobile home park.

Enacted by Chapter 133, 2004 General Session

**57-16-18 Notice required for change in land use or condemnation -- Local ordinances forbidden.**

- (1)
- (a) The owner of a mobile home park shall send notice using first-class mail to each resident of the mobile home park of any planned change in land use or condemnation of the park or any portion of the park at least nine months before the day on which the resident is required to vacate the mobile home park.

- (b) Subsection (1)(a) does not apply to a mobile home park condemned by a government entity.
- (2) If the planned change in land use or condemnation requires the approval of a governmental agency, the mobile home park owner, in addition to the notice required by Subsection (1), shall send notice using first-class mail of the date set for the initial hearing before the governmental agency to each resident at least seven days before the date scheduled for the initial hearing.
- (3) If a resident is not a resident of the mobile home park at the time notice was sent under Subsection (1), the owner shall give written notice, of the change of use to the resident before the resident occupies the mobile home space, either by first-class mail or personal service.
- (4) During the period of time between the provision of notice under Subsection (1) and the day on which the resident is required to vacate the mobile home park, the mobile home park owner may not increase rent.
- (5) A town, city, or county may not enact any ordinance governing the closure of a mobile home park.

Enacted by Chapter 55, 2008 General Session